Consumers' protection: sale of consumer goods and associated guarantees

1996/0161(COD) - 18/06/1996 - Legislative proposal

OBJECTIVE: following the consultations which the Commission held in 1993 through its Green Paper on guarantees for consumer goods and after-sales services, the proposal for a directive seeks to provide EU consumers with a minimum set of rights in the event of the purchase of faulty goods. SUBSTANCE: the proposal for a directive has two strands: the first deals with the legal guarantee (a fundamental right, guaranteed by law, which seeks to ensure that consumer goods are in conformity with the contract of sale), and the second concerns the commercial guarantee (which stems from the contractual relationship between the consumer and the trader or manufacturer). The proposal is based on the principle that goods must be in conformity with the contract and makes the seller liable for any shortcomings. It has two aims: - provide consumers with a legal guarantee of the conformity of consumer goods for a two-year period as from the date of supply, regardless of the Member State in which the purchase was made. During this period, consumers who have bought faulty goods would have the right to request from the seller either the repair of the goods concerned, at no charge, or a price reduction. During the first year, consumers may request the termination of the sales contract or the replacement of the goods concerned. At all events, consumers must inform the seller of the fault within one month of its identification or else forfeit their rights; - lay down the principles of transparency and information in connection with commercial guarantees for consumer goods. All such guarantees must feature in a written document setting out clearly the essential particulars necessary for making claims under the guarantee, notably the duration and territorial scope of the guarantee and the name and address of the guarantor. In the areas covered by the proposal, Member States remain free to adopt or retain stricter rules designed to offer consumers a higher level of protection. Finally, it should be noted that after-sales services as such, i.e. services in connection with the use, maintenance and repair of goods, are not covered by the proposal.